

<i>SERFF Tracking Number:</i>	<i>BEAZ-125541528</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>BICI0042-AR(F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>Lawyers Professional Liability Insurance Program</i>		
<i>Project Name/Number:</i>	<i>/BICI0042-AR(F)</i>		

Filing at a Glance

Company: Beazley Insurance Company, Inc.		
Product Name: Lawyers Professional Liability Insurance Program	SERFF Tr Num: BEAZ-125541528	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.0019 Professional Errors & Omissions Liability	Co Tr Num: BICI0042-AR(F)	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Authors: Nancy Wilson, Renata Wright, Laura Maragnano, Evelyn Perran, Monique Herold, Camily Arjona	Disposition Date: 05/21/2008
	Date Submitted: 04/21/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New):
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number: BICI0042-AR(F)	Domicile Status Comments: filing is in process of being reviewed
Reference Organization: n/a	Reference Number: n/a
Reference Title: n/a	Advisory Org. Circular: n/a
Filing Status Changed: 05/21/2008	
State Status Changed: 05/21/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

SERFF Tracking Number: BEAZ-125541528 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0042-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Lawyers Professional Liability Insurance Program
Project Name/Number: /BICI0042-AR(F)

See cover letter for filing information.

Company and Contact

Filing Contact Information

Renata Wright, Sr. Compliance Analyst renata.wright@beazley.com
30 Batterson Park Road (860) 677-3737 [Phone]
Farmington, CT 06032 (860) 679-0247[FAX]

Filing Company Information

Beazley Insurance Company, Inc. CoCode: 37540 State of Domicile: Connecticut
30 Batterson Park Road Group Code: Company Type: Property and Casualty
Farmington, CT 06032 Group Name: N/A State ID Number:
(860) 677-3700 ext. [Phone] FEIN Number: 04-2656602

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Beazley Insurance Company, Inc.	\$50.00	04/21/2008	19748029

SERFF Tracking Number: BEAZ-125541528 State: Arkansas

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Lawyers Professional Liability Insurance Program

Project Name/Number: /BICI0042-AR(F)

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Amendatory Endorsement	A00011	032008 ed.	Endorsement/Amendment/Conditions	New		A00011032008 ed..pdf
Approved	Arkansas Consent Form	BICMU00210506AR		Other	New		BICMU00210506AR.pdf
Approved	Policyholder Notice - Arkansas	BICMU0011106AR		Disclosure/ Notice	New		BICMU00011106AR.pdf
Approved	Arkansas Consent Form - Acknowledgement that Defense Costs are within the Limit of Liability	A00054	032008 ed.	Other	New		A00054032008 ed..pdf
Approved	Lawyers Professional Liability Insurance Policy Declarations	F00027	032008 ed.	Declaration	New	0.00	F00027032008 ed.pdf
Approved	Lawyers Professional Liability Insurance Policy Form	F00020	042008 ed.	Policy/Coverage Form	New	0.00	F00020042008 ed.pdf
Approved	Lawyers Professional Liability Insurance Policy Application	F00019	042008 ed.	Application/ Binder/Enrollment	New	0.00	F00019042008 ed.pdf
Approved	Lawyers Professional	F00031	042008 ed.	Application/ Binder/Enro	New	0.00	F00031042008

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Company Tracking Number: BICI0042-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Lawyers Professional Liability Insurance Program
Project Name/Number: /BICI0042-AR(F)

	Liability Insurance Policy Renewal Application		Ilment		ed.pdf
Approved	Cancellation Endorsement	BICMU05000905	Endorseme New nt/Amendm ent/Condi ti ons	0.00	BICMU05000905.pdf
Approved	Add/Delete Endorsement	BICMU05010905	Endorseme New nt/Amendm ent/Condi ti ons	0.00	BICMU05010905.pdf
Approved	Reliance on Another Insurance Company's Application	BICMU05021207	Endorseme New nt/Amendm ent/Condi ti ons	0.00	BICMU05021207.pdf
Approved	Shared Aggregate Limit of Liability Endorsement	BICMU05030606	Endorseme New nt/Amendm ent/Condi ti ons	0.00	BICMU05030606.pdf
Approved	Anti-Stacking Endorsement	BICMU05051205	Endorseme New nt/Amendm ent/Condi ti ons	0.00	BICMU05051205.pdf
Approved	Amend Policy Number on Declarations Page	BICMU05060106	Endorseme New nt/Amendm ent/Condi ti ons	0.00	BICMU05060106.pdf
Approved	War and Civil War Exclusion	BICMU05070406	Endorseme New nt/Amendm ent/Condi ti ons	0.00	BICMU05070406.pdf
Approved	Terrorism Exclusion	BICMU05080406	Endorseme New nt/Amendm ent/Condi ti ons	0.00	BICMU05080406.pdf

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Company Tracking Number: BICI0042-AR(F)
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Product Name: Lawyers Professional Liability Insurance Program
Project Name/Number: /BICI0042-AR(F)

Approved	Nuclear Exclusion	BICMU05090406		Endorsement/Amendment/Conditions	0.00	BICMU05090406.pdf
Approved	Inconsistency Endorsement	BICMU05100507		Endorsement/Amendment/Conditions	0.00	BICMU05100507.pdf
Approved	Shared Aggregate Limit of Liability Endorsement (Multi Year Policies)	BICMU05110607		Endorsement/Amendment/Conditions	0.00	BICMU05110607.pdf
Approved	Add/Delete Endorsement Without Additional Return Premium	E00303	022008 ed.	Endorsement/Amendment/Conditions	0.00	E00303022008 ed..pdf
Approved	Amend Claim To Include Criminal Proceedings Against Insureds	E00085	102007 ed.	Endorsement/Amendment/Conditions	0.00	E00085102007 ed..pdf
Approved	Amend Notice Of Claim To Specified Individuals	E00086	102007 ed.	Endorsement/Amendment/Conditions	0.00	E00086102007 ed..pdf
Approved	Specified Transactions Exclusion	E00087	102007 ed.	Endorsement/Amendment/Conditions	0.00	E00087102007 ed..pdf
Approved	Convert Policy To Run-Off Endorsement	E00088	102007 ed.	Endorsement/Amendment/Conditions	0.00	E00088102007 ed..pdf
Approved	Mutual Choice Of Defense Counsel	E00089	102007 ed.	Endorsement/Amendment	0.00	E00089102007

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Company Tracking Number: BICI0042-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Lawyers Professional Liability Insurance Program

Project Name/Number: /BICI0042-AR(F)

				ent/Condi tions		ed..pdf
Approved	Policy Period Extension	E00090	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00090 102007 ed..pdf
Approved	Amend Item 3 Limit Of Liability	E00091	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00091 102007 ed..pdf
Approved	Scheduled Claims Exclusion	E00092	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00092 102007 ed..pdf
Approved	Amend Acquisition Threshold	E00094	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00094 102007 ed..pdf
Approved	Amend Consent And Settlement Clause	E00095	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00095 102007 ed..pdf
Approved	Additional Insured Endorsement	E00096	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00096 102007 ed..pdf
Approved	Exclude Claims And Acts, Errors and Omissions By Scheduled Person Or Entity	E00097	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00097 102007 ed..pdf
Approved	Amend Item 1. Of The Declarations	E00098	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00098 102007 ed..pdf
Approved	Amend Retroactive Date	E00099	102007 ed.	Endorseme New nt/Amendm	0.00	E00099 102007

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Company Tracking Number: BICI0042-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Lawyers Professional Liability Insurance Program
Project Name/Number: /BICI0042-AR(F)

	For Scheduled Entity(ies)			ent/Condi tions		ed..pdf
Approved	First Dollar Defense Endorsement	E00101	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00101 102007 ed..pdf
Approved	Amend Item 4. Self Insured Retention	E00102	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00102 102007 ed..pdf
Approved	Amend Item 2. Policy Period	E00103	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00103 102007 ed..pdf
Approved	Amend Item 6. Retroactive Date	E00104	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00104 102007 ed..pdf
Approved	Amend Item 7. Continuity Date	E00105	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00105 102007 ed..pdf
Approved	Amend Item 5. Premium	E00106	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00106 102007 ed..pdf
Approved	Aggregate/Mainte nance Deductible Endorsement	E00107	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00107 102007 ed..pdf
Approved	Amend Insured To Include Person(s) And/Or Entity(ies)	E00108	102007 ed.	Endorseme New nt/Amendm ent/Condi tions	0.00	E00108 102007 ed..pdf
Approved	Delete Mediation And Arbitration Provisions	E00109	102007 ed.	Endorseme New nt/Amendm ent/Condi	0.00	E00109 102007 ed..pdf

SERFF Tracking Number: BEAZ-125541528 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50

Company Tracking Number: BICI0042-AR(F)

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: Lawyers Professional Liability Insurance Program

Project Name/Number: /BICI0042-AR(F)

ons						
Approved	Amend Prior Knowledge Exclusion	E00110	102007 ed.	Endorsement/Amendment/Conditions	0.00	E00110 102007 ed..pdf
Approved	Amend Professional Services To Include Lobbyist	E00122	102007 ed.	Endorsement/Amendment/Conditions	0.00	E00122 102007 ed..pdf
Approved	Additional Claims Expenses Limit	E00191	122007 ed.	Endorsement/Amendment/Conditions	0.00	E00191 122007 ed..pdf
Approved	Amended Retroactive Date For Excess Limits	E00221	122007 ed.	Endorsement/Amendment/Conditions	0.00	E00221 122007 ed..pdf

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Underwriter: <Insurer>

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

1. Item 9. Notification under this Policy (a) of the Declarations is amended by adding the following:

(or to any authorized agent of the Underwriter with specific information sufficient to identify the **Named Insured**)
2. Clause I. **Insuring Agreements** A. is amended to add a reference to "Automatic Extension Period" between the references to the **Policy Period** and the **Optional Extension Period**.
3. Clause III. **Definitions** E. 2. is amended by the addition of the following:

Punitive damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct;
4. Clause III. **Definitions** G. is amended by adding a reference to "Automatic Extension Period" between the references to the **Policy Period** and the **Optional Extension Period**.
5. Clause V. **Limit of Liability** D. is deleted and replaced with the following:

D. The Automatic Extension Period and the purchase of the **Optional Extension Period** shall not in any way increase the Limit of Liability of the Underwriter. However, the Limit of Liability for the **Optional Extension Period** shall not be less than the greater of the amount of coverage remaining in the expiring Policy aggregate or fifty percent (50%) of the Policy's Limit of Liability at the beginning of the **Policy Period**.
6. Clause VIII. **Optional Extension Period** is deleted and replaced with the following:

VII. **Automatic and Optional Extension Period**
 - A. If the **Named Insured** or the Underwriter cancels or nonrenews this Policy, then the **Named Insured** designated in Item 1. of the Declarations shall have an automatic extension of the coverage granted by this Policy with respect to any **Claim** first made against the **Insured** and reported in writing to the Underwriter during a period of sixty (60) days after the end of the **Policy Period**, following the effective date of cancellation or nonrenewal, but only with respect to any act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or non-renewal. This period shall be referred to herein as the "Automatic Extension Period".
 - B. If the **Named Insured** or the Underwriter cancels or nonrenews this Policy, then the **Named Insured** designated in Item 1. of the Declarations shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 8.(a) of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against the **Insured** and reported in writing to the Underwriter during the period of time set forth in Item 8.(b) of the Declarations after the end of the Automatic Extension Period, but only with respect to

any act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or non-renewal. The premium for the **Optional Extension Period**, if purchased, shall be based on the rates and rating rules in effect at the inception of the **Policy Period**.

- C. If the Underwriter terminates this Policy, the notice of such termination will include information of the availability of, the premium for, and the importance of purchasing the **Optional Extension Period**. Such notice will be provided to the **Named Insured** and its agent of record, if any.
 - D. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriter within sixty (60) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriter, there shall be no right to purchase the **Optional Extension Period**. There is no right to an Automatic Extension Period or an **Optional Extension Period** if the Underwriter cancels this Policy as of its inception date for failure to pay premium.
 - E. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
 - F. The Limit of Liability applicable to the Automatic Extension Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**. The Limit of Liability for the **Optional Extension Period** shall be the greater of the amount of coverage remaining in the expiring Policy aggregate Limit of Liability or fifty percent (50%) of the aggregate Limit of Liability set forth in Item 3.(b) of the Declarations.
 - G. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause VII.
7. Clause X. **Notice of Claim or Circumstance** A. is amended to add a reference to "Automatic Extension Period" between the references to the **Policy Period** and the **Optional Extension Period**.
8. Clause X. **Notice of Claim or Circumstance** A. is amended further by adding the following parenthetical after the phrase "through the person or entity named in Item 9.(a) of the Declarations":
- (or to any authorized agent of the Underwriter with specific information sufficient to identify the **Named Insured**)
9. Clause XIII. **Subrogation** is amended by adding the following:
- The Underwriter shall have no right to subrogation unless the **Insured** has been fully compensated for its **Damages** and **Claims Expenses** under this Policy.
10. Clause XVII. **Cancellation and Nonrenewal** B. is amended by adding the following:
- The Underwriter also shall provide any lienholder or loss payee named in the Policy written notice of such cancellation. The notice of cancellation shall state the reason for cancellation.
11. Clause XXIV. **Disputes** B. **Arbitration** is deleted.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Consent Form:<Effective Date>

This Consent Form is attached to and forms a part of Policy Number:<Policy Number>

Insurer: <Insurer>

ARKANSAS CONSENT FORM

The Applicant for this Insurance, as the Named Insured should a Policy be issued and acting on behalf of all **Insureds**, understands that this Policy includes **Claims Expenses** within the applicable Limit of Liability and agrees and consents to the following:

1. **Claims Expenses** are part of and not in addition to the Limit of Liability for "Each Claim" and the "Aggregate" Limit of Liability set forth in the Declarations to this Policy; and
2. The payment of **Claims Expenses** will reduce and may completely eliminate the Limit of Liability for "Each Claim" and the "Aggregate" Limit of Liability set forth in the Declarations to this Policy.

This Consent Form is signed below by an officer of the Applicant with authority to act on behalf of the Applicant and all **Insureds** in connection with this Policy.

Applicant:

PRINT APPLICANT'S NAME AS IT APPEARS IN ITEM 1. OF THE APPLICATION AND WILL APPEAR IN ITEM 1. OF THE DECLARATIONS

By: _____
OFFICER'S SIGNATURE

PRINT NAME AND TITLE OF PERSON SIGNING THIS CONSENT FORM

POLICYHOLDER NOTICE - ARKANSAS

IMPORTANT NOTICE TO ALL ARKANSAS POLICYHOLDERS:

In the event of a complaint, please contact us at:

**Beazley Insurance Company, Inc.
Compliance Department
30 Batterson Park Road
Farmington, CT 06032
Tel: (860) 677-3700
Fax: (860) 679-0247**

If you have been unable to contact or obtain satisfaction from the Insurer, you may contact the Arkansas Insurance Department to obtain information or make a complaint at:

**Arkansas Insurance Department
Consumer Services Division
1200 W. 3rd St.
Little Rock, AR 72201-1904
Telephone: (501) 371-2640 or (800) 852-5494**

Arkansas
Consent Form
Lawyers Professional Liability Insurance

ACKNOWLEDGEMENT THAT DEFENSE COSTS ARE WITHIN THE LIMIT OF
LIABILITY

Execution of this Consent Form is required by the Arkansas Department of Insurance in order to issue this policy with **Claims Expenses** being within the applicable Limit of Liability. This Consent Form applies to, and must be executed for, a policy with an aggregate Limit of Liability of \$5,000,000 or greater.

The undersigned is authorized to sign this ARKANSAS CONSENT FORM on behalf of the **Named Insured** and all **Insureds**.

I, acting on behalf of the **Named Insured** and all **Insureds** under this policy, hereby acknowledge that I understand that **Claims Expenses** will reduce and may completely exhaust the applicable Limit of Liability and will be applied against the Self Insured Retention under this policy. If **Claims Expenses** completely exhaust the applicable Limit of Liability, the Insurer will have no further obligation for **Claims Expenses** or any judgment or settlement.

This Consent Form is made a part of the policy upon issuance.

Named Insured:_____

Signature of Authorized Individual

< Beazley name logo>

DECLARATIONS

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED AS REQUIRED BY THE POLICY DURING THE POLICY PERIOD OR AN APPLICABLE EXTENSION PERIOD, PROVIDED SUCH CLAIM IS FOR AN ACT, ERROR OR OMISSION COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD IN RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES. AMOUNTS INCURRED AS CLAIMS EXPENSES REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE APPLIED TO THE SELF-INSURED RETENTION. THE UNDERWRITER IS NOT LIABLE FOR CLAIMS EXPENSES OR DAMAGES ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insured** and the Underwriter.

Underwriter: <Insurer>

Policy Number: <Policy Number>

Item 1. **Named Insured:** <Applicant Name1>

Address: <Applicant Address>
 <Applicant City>, <Applicant State> <Applicant Zip>

Item 2. **Policy Period:**

From: <Effective Date>

To: <Expiration Date>

Both days at 12:01 a.m. local time at the Address stated in Item 1. above.

Item 3. Limit of Liability:

(a) <Per_Claim_Limit> Each **Claim**, including **Claims Expenses**.

(b) <Aggregate_limit> Aggregate for the **Policy Period**, including **Claims Expenses**.

Item 4. Self-Insured Retention:

<SIR_PerClaim> Each **Claim**, including **Claims Expenses**.

Item 5. Premium: <Premium>

Item 6. Retroactive Date: <Retroactive Date> <Retroactive Date Comments>

Item 7. Continuity Date: <Continuity Date>

Item 8. **Optional Extension Period:**

- (a) Premium for **Optional Extension Period:** <Optional Extension Premium> of the annualized premium for this Policy.
- (b) Length of **Optional Extension Period:** <Extension Period>

Item 9. Notification under this Policy:

- (a) Notification pursuant to Clause X. Notice of Claim or Circumstance shall be given to:

Lawyers Claims Department
Beazley USA Services, Inc.
<Insurer's current Address>
Fax: <Insurer's current Fax#>

Or emailed to:
<Insurer's current Claim Dept email address>

- (b) Notification pursuant to Clause XXIV. Disputes shall be given to:

<Agent for Service>
<Agency Address>
<Agency City> <Agency State> <Agency Zip>

- (c) All other notices under this Policy shall be given to:

Beazley USA Services, Inc.
<Insurer's current Address>
Tel: <Insurer's current Telephone#>
Fax: <Insurer's current Fax#>

Item 10. Endorsements effective at Inception:

The Underwriter has caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriter.

Authorized Representative

Date

Secretary

President

<Beazley Name Logo>

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

Notice: This is a claims made and reported Policy. Subject to its terms, this Policy applies only to Claims first made against the Insured and reported as required by this Policy during the Policy Period or an applicable extension period, provided such Claim is for a covered act, error or omission occurring on or after the retroactive date and before the end of the Policy Period. Amounts incurred as Claims Expenses reduce and may exhaust the Limit of Liability and are applied to the Self-Insured Retention. The Underwriter is not liable for Claims Expenses or damages once the Limit of Liability is exhausted. Please read this Policy carefully.

In consideration of the payment of the premium and in reliance upon the statements in the **Application** which is made a part of and deemed attached to this Policy, the Underwriter agrees with the **Named Insured** subject to the Limit of Liability, Self-Insured Retention, exclusions and other terms and conditions of this Policy:

I. Insuring Agreements

A. Coverage

To pay on behalf of the **Insured Damages** and **Claims Expenses**, in excess of the Self-Insured Retention, which the **Insured** shall become legally obligated to pay because of any **Claim** or **Claims**, including **Claim(s)** for **Personal Injury**, first made against any **Insured** and reported in writing to the Underwriter during the **Policy Period** or **Optional Extension Period**, arising out of any act, error or omission of the **Insured** committed on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period** in rendering or failing to render **Professional Services**.

B. Defense and Settlement (Included in the Limit of Liability)

1. The Underwriter shall have the right and duty to defend, subject to the Limit of Liability stated in Item 3(a) and 3(b) of the Declarations, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Underwriter shall have the right to select defense counsel. Formal retention of counsel shall not, however, be made until the Underwriter has consulted with the **Insured** regarding the selection and obtained the **Insured's** consent, such consent not to be unreasonably withheld.
2. Where the Underwriter defends a **Claim**, it will pay **Claims Expenses**, in excess of the Self-Insured Retention, incurred with its prior written consent. It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages** and **Claims Expenses** shall be applied against the Self-Insured Retention.
3. The Underwriter shall have the right to make any investigation it deems necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and, with respect to coverage.

4. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriter and acceptable to the claimant and elects to contest the **Claim**, the Underwriter's total obligation for such **Claim** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Self-Insured Retention, plus the **Claims Expenses** incurred up to the time of such refusal, or the remaining applicable Limit of Liability, whichever is less, and the Underwriter shall have the right to withdraw from the further defense of the **Claim** by tendering the defense of the **Claim** to the **Insured**.
5. It is further provided that the Underwriter shall not be obligated to pay any **Damages** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Liability has been exhausted by payment of **Damages** and/or **Claims Expenses** or after deposit of the applicable Limit of Liability in a court of competent jurisdiction, and that upon such payment or deposit, the Underwriter shall have the right to withdraw from the further defense of the **Claim** by tendering the defense of the **Claim** to the **Insured**.

II. **Territory**

This Policy applies to **Claims** made and acts, errors or omissions committed anywhere in the world.

III. **Definitions**

Wherever used in this Policy in bold typeface, the following definitions shall apply:

- A. "**Application**" means all signed applications, including all attachments and other materials submitted therewith or incorporated therein, and any other such documents submitted in connection with the underwriting of this Policy including any endorsement or other part thereof, or any other professional liability policy issued by the Underwriter, of which this Policy is a renewal or replacement or which succeeded it in time.
- B. "**Circumstance**" means any act, error, omission, fact, event or situation that could reasonably be the basis for a **Claim**.
- C. "**Claim**" means:
 1. a written demand received by any **Insured** for money or services including the service of suit or notice of the institution of an arbitration or mediation proceeding received by any **Insured**;
 2. notice of the institution of a disciplinary, grievance or regulatory proceeding received by any **Insured**; or
 3. a written request received by any **Insured** to toll or waive a statute of limitations.

Multiple **Claims** arising out of the same, continuing or related acts, errors or omissions shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of **Claims**, claimants or **Insureds**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

D. **"Claims Expenses"** means:

1. reasonable and necessary fees charged by an attorney selected in accordance with Clause I.B.1.;
2. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** against an **Insured** for an act, error or omission covered by this Policy if incurred by the Underwriter, or by the **Insured** with the written consent of the Underwriter; and
3. premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for any **Claim** against an **Insured** for an act, error or omission covered by this Policy, provided however that the Underwriter shall have no obligation to appeal or to obtain bonds. The Underwriter shall have no obligation for premiums for bond amounts in excess of the applicable Limit of Liability of this Policy.

The term **Claims Expenses** does not include or mean any salary, overhead or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or **Circumstance** notified under this Policy.

E. **"Damages"** means a monetary judgment, award or settlement, including any pre-judgment and/or post-judgment interest thereon.

The term **Damages** shall not include or mean:

1. the return, reimbursement, disgorgement or withdrawal of legal fees, costs or expenses paid to or owed to the **Insured**;
2. any punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors the insurability of punitive or exemplary damages;
3. any damages which are a multiple of compensatory damages;
4. fines, taxes or loss of tax benefits, sanctions or penalties;
5. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**; or
6. matters deemed uninsurable under the law pursuant to which this Policy shall be construed.

F. **"Insured"** means:

1. the **Named Insured**;
2. any lawyer who is a partner in the **Named Insured** including an incorporated partner and their shareholders, but solely for acts, errors or omissions on behalf of the **Named Insured**;
3. any lawyer who is a stockholder or member of the **Named Insured**, but solely for acts, errors or omissions on behalf of the **Named Insured**;

4. any lawyer acting as "of counsel" to the **Named Insured**, but solely for acts, errors or omissions on behalf of the **Named Insured**;
 5. any employed lawyer, paralegal or other employee of the **Named Insured**, but solely for acts, errors or omissions on behalf of the **Named Insured**;
 6. any contract lawyer or temporary lawyer whose services are retained by the **Named Insured**, but solely for acts, errors or omissions on behalf of the **Named Insured**;
 7. any person who previously qualified as an **Insured** under 2., 3., 4., 5., or 6. above prior to the termination of the required relationship with the **Named Insured**, but solely for acts, errors or omissions on behalf of the **Named Insured**;
 8. any lawyer who during the **Policy Period** becomes a partner, stockholder, member or employee of the **Named Insured**, but solely for acts, errors or omissions on behalf of the **Named Insured**;
 9. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.
- G. **"Optional Extension Period"**, if purchased, means the period of time set forth in Item 8(b) of the Declarations after the end of the **Policy Period** for reporting **Claims** as provided in Clause VIII. of this Policy.
- H. **"Named Insured"** means:
1. the partnership, professional corporation or professional association so designated in Item 1. of the Declarations;
 2. any partnership, professional corporation or professional association, advised in writing to the Underwriter prior to the inception date of this Policy, of which the partnership, professional corporation or professional association so designated in Item 1. of the Declarations is the successor; or
 3. if designated as an individual, the person so designated in Item 1. of the Declarations but only with respect to the conduct of a law practice of which the individual is the sole proprietor.
- I. **"Personal Injury"** means:
1. false arrest, detention or imprisonment, wrongful entry or eviction or other invasion of the right of private occupancy, or malicious prosecution or abuse of process; or
 2. libel or slander or other defamatory or disparaging material, or a publication or an utterance in violation of an individual's right of privacy.
- J. **"Policy Period"** means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any **Optional Extension Period** hereunder or any prior policy period or renewal policy period.

K. **"Professional Services"** means those services rendered or failed to be rendered for others by the **Insured** in the capacity as:

1. a lawyer,
2. an arbitrator or mediator,
3. an administrator, conservator, executor, guardian, trustee, receiver, escrow agent or any similar capacity,
4. an agent to a title insurance company and/or designated issuing attorney to a title insurance company, or
5. a notary public,

but solely for acts on behalf of the **Named Insured**.

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

IV. **Exclusions**

The coverage under this Policy does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

- A. arising out of or resulting from any criminal, dishonest, fraudulent or malicious act, error or omission of any **Insured**; however, this Policy shall apply to **Claims Expenses** incurred in defending any such **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Insured**, or admission by the **Insured**, establishing such criminal, dishonest, fraudulent or malicious conduct, or a plea of *nolo contendere* or no contest regarding such alleged conduct, at which time the **Insured** shall reimburse the Underwriter for all **Claims Expenses** incurred defending the **Claim** and the Underwriter shall have no further liability for **Claims Expenses**;
- B. made by or on behalf of one or more **Insureds** under this Policy against another **Insured** or **Insureds** under this Policy; provided, however, that this exclusion shall not apply to any **Claim** arising directly out of any act, error or omission of the **Insured** in rendering or failing to render **Professional Services** in a lawyer-client relationship;
- C. arising out of or resulting from bodily injury to, or sickness, disease or death of any person, or to injury to or destruction of any tangible property, including the loss of use thereof; provided, however, that this exclusion shall not apply to any **Claim** arising directly out of any act, error or omission of the **Insured** in rendering or failing to render **Professional Services**;
- D. arising out of or resulting from any loss sustained by an **Insured** as a beneficiary or distributee of any trust or estate;
- E. arising out of or resulting from any **Insured's** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Named Insured**; provided, however, that this exclusion shall not apply to any **Claim** brought by a client of the **Named Insured** arising directly out of any act, error or omission of the **Insured** in rendering or failing to render **Professional Services** to such client;

- F. made by or on behalf of or against or in connection with:
1. any publicly held business enterprise (including the ownership, maintenance or care of any property in connection therewith), which directly or indirectly is owned 5% or more by any **Insured**; or
 2. any other business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in Item 1. of the Declarations, which directly or indirectly is owned 10% or more by any **Insured**; or
 3. any business enterprise (including the ownership, maintenance or care of any property in connection therewith), not named in Item 1. of the Declarations, which is directly or indirectly controlled, operated or managed by any **Insured** in a non-fiduciary capacity.

For purposes of Exclusion F.3. and notwithstanding the terms of Exclusion E., the holding by an **Insured** of a position as an officer or partner of such business enterprise or a position on the board of directors, board of trustees or equivalent body of such business enterprise (or a committee of such board or body) shall not in itself be deemed to constitute control, operation or management of such business enterprise;

- G. arising out of or resulting from any act, error or omission committed prior to the inception date of this Policy:
1. if any **Insured** on or before the Continuity Date set forth in Item 7. of the Declarations knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a **Claim**; or
 2. in respect of which any **Insured** has given notice of a **Claim** or **Circumstance** to the insurer of any other policy in force prior to the inception date of this Policy;
- H. made against the **Insured** during the **Policy Period** or the **Optional Extension Period** arising out of or resulting from the same, continuing or related acts, errors or omissions that also gave rise to a **Claim** made against the **Insured** prior to the **Policy Period**, regardless of whether such **Claim** was reported to a prior insurer or not;
- I. arising out of or resulting from any **Insured's** capacity as an elected public official or as an employee of a governmental body, subdivision, or agency thereof unless the **Insured** is deemed an employee solely by virtue of rendering **Professional Services** to such governmental body, the remuneration for which services inures to the benefit of the **Named Insured**;
- J. arising out of or resulting from any **Insured's** activities and/or capacity as a fiduciary under the Employee Retirement Income Security Act of 1974 or the Pension Protection Act of 2006 or any amendment or any regulation or order issued pursuant thereto, except if the **Insured** is deemed to be an administrator, conservator, executor, guardian, trustee, receiver, escrow agent or any similar capacity solely by reason of legal advice rendered with respect to any employee benefit plan; or
- K. arising out of or resulting from any financial or investment advice, prediction of future performance, warranty or guarantee, regarding a specific or identifiable

investment where such advice, prediction, warranty or guarantee does not constitute legal advice.

V. **Limit of Liability**

- A. The Limit of Liability stated in Item 3(a) of the Declarations for "Each **Claim**" is the limit of the Underwriter's liability for all **Damages** and **Claims Expenses** arising out of each **Claim**.
- B. The Limit of Liability stated in Item 3(b) of the Declarations as "Aggregate for the **Policy Period**" is the total limit of the Underwriter's liability for all **Damages** and **Claims Expenses** arising out of all **Claims** and **Circumstances** which are covered under the terms and conditions of this Policy.
- C. Neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- D. The Limit of Liability for the **Optional Extension Period** shall be part of, and not in addition to, the Limits of Liability of the Underwriter for the **Policy Period**.

VI. **Self-Insured Retention**

The "Each **Claim** Self-Insured Retention" stated in Item 4. of the Declarations applies separately to each **Claim**. The Each **Claim** Self-Insured Retention shall be satisfied by monetary payments by the **Insured** of **Damages** and **Claims Expenses** resulting from each **Claim** which is covered under the terms and conditions of this Policy. Satisfaction of the Each **Claim** Self-Insured Retention is a condition precedent to the payment by the Underwriter of any amounts hereunder, and the Underwriter shall be liable only for amounts in excess of such Each **Claim** Self-Insured Retention subject to the Underwriter's total liability not exceeding the Limit of Liability stated in Items 3(a) and 3(b) of the Declarations. The **Insured** shall make direct payments within the Each **Claim** Self-Insured Retention to appropriate parties designated by the Underwriter.

VII. **Innocent Insured**

- A. Whenever coverage under this Policy would be excluded, suspended or lost because of Exclusion IV.A. relating to criminal, dishonest, fraudulent or malicious acts, errors or omissions by any **Insured**, and with respect to which any other **Insured** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof, the Underwriter agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those **Insureds** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts, errors or omissions described in Exclusion IV.A.
- B. With respect to this provision, the Underwriter's obligation to pay shall be in excess of the Self-Insured Retention and in excess of the full extent of any assets of any **Insured** to whom Exclusion IV.A. applies. In no event shall the Underwriter's obligation to pay exceed the Limit of Liability stated in Item 3. of the Declarations.

VIII. **Optional Extension Period**

- A. If this Policy is cancelled or non-renewed by the Underwriter or the **Named Insured**, then the **Named Insured** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item 8.(a) of the

Declarations of the total annualized premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made against the **Insured** and reported in writing to the Underwriter during the period of time set forth in Item 8.(b) of the Declarations after the end of the **Policy Period**, but only with respect to any act, error or omission committed on or after the Retroactive Date and before the effective date of cancellation or non-renewal which is otherwise covered by this Policy.

- B. As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Underwriter within thirty (30) days after the effective date of cancellation or non-renewal. If such notice and premium payment is not so given to the Underwriter, there shall be no right to purchase the **Optional Extension Period**.
- C. In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.
- D. The Limit of Liability for the **Optional Extension Period** shall be part of and not in addition to the Limit of Liability of the Underwriter for the **Policy Period**.
- E. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew for purposes of this Clause VIII.

IX. **Other Insurance**

This Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

X. **Notice of Claim or Circumstance**

- A. If any **Claim** is made against the **Insured**, the **Insured** shall forward as soon as practicable to the Underwriter through the person or entity named in Item 9.(a) of the Declarations written notice of such **Claim** in the form of a facsimile, electronic mail, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative, but in no event later than the expiration of the **Policy Period** or the last day of the **Optional Extension Period**. If the **Insured** elects to transmit notice in the form of a facsimile or electronic mail, the **Insured** must also immediately transmit a copy of the original transmission by mail.
- B. If during the **Policy Period** the **Insured** first becomes aware of any **Circumstance** and gives written notice to the Underwriter in the form of a facsimile, electronic mail, or express or certified mail through the person or entity named in Item 9.(a) of the Declarations as soon as practicable during the **Policy Period** of:
 - (1) the specific details of the act, error or omission that gave rise to the **Circumstance**; and
 - (2) the injury or damage which may result or has resulted from the **Circumstance**; and

- (3) the facts by which the **Insured** first became aware of the act, error or omission

then any subsequent **Claim** made against the **Insured** arising out of such **Circumstance** which is the subject of the written notice shall be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriter. If the **Insured** elects to transmit notice in the form of a facsimile or electronic mail, the **Insured** must also immediately transmit a copy of the original transmission by mail.

- C. A **Claim** or **Circumstance** shall be considered to be reported to the Underwriter when written notice is first received by the Underwriter in the form of a facsimile, electronic mail, or express or certified mail through the person or entity named in Item 9.(a) of the Declarations if provided in compliance with Clause A. or B. above.
- D. In the event of non-renewal of this Policy by the Underwriter or the **Named Insured**, the **Insured** shall have thirty (30) days from the expiration date of the **Policy Period** to notify the Underwriter as soon as practicable of **Claims** made against the **Insured** during the **Policy Period** which arises out of any act, error or omission committed prior to the termination date of the **Policy Period** and which are otherwise covered by this Policy.
- E. If any **Insured** shall make any claim under this Policy knowing such claim to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

XI. **Assistance and Cooperation of the Insured**

The **Insured** shall cooperate with the Underwriter in all investigations, including investigations regarding the application for and coverage under this Policy. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriter. The **Insured** agrees not to take any action which in any way increases the Underwriter's exposure under this Policy.

Upon the Underwriter's request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of acts, errors or omissions with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. If such attendance is at the Underwriter's request, and after the first three (3) days attendance required for each **Claim**, the Underwriter shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to \$400 for each day in the aggregate for all **Insureds** subject to a maximum amount of \$7,500 for each **Claim**. Such payments hereunder are not subject to the Self-Insured Retention and are payable by the Underwriter in addition to the Limit of Liability.

Except as provided in the above paragraph, expenses incurred by the **Insured** in assisting and cooperating with the Underwriter, as described in the first paragraph of this Clause, are not reimbursable under this Policy.

The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the written consent of the Underwriter.

XII. Action Against the Underwriter

No action shall lie against the Underwriter unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been fully and finally determined either by judgment or award against the **Insured** after trial, arbitration, court order or by written agreement of the **Insured**, the claimant and the Underwriter. Nothing contained herein shall give any person or organization any right to join the Underwriter as a party to any **Claim** against the **Insured** to determine their liability, nor shall the Underwriter be impleaded by any **Insured** or its legal representative in any **Claim**.

XIII. Subrogation

In the event of any payment under this Policy, the Underwriter shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights and cooperate with the Underwriter in the pursuit of subrogation. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Claims Expenses** paid by the Underwriter, and third to the Self-Insured Retention. Any additional amounts recovered shall be paid to the **Named Insured**.

XIV. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Policy or estop the Underwriter from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by the Underwriter.

XV. Mergers and Acquisitions

A. If during the **Policy Period**:

- (1) the **Named Insured** consolidates or merges with another firm so that the **Named Insured** is the surviving firm,
- (2) the **Named Insured** acquires another firm, or
- (3) a group of persons who formerly practiced at another firm become partners, stockholders, members and/or employees of the **Named Insured**,

where as a result of such consolidation, merger, acquisition or group of persons joining the **Named Insured** the total number of lawyers of the **Named Insured**, at the inception date of this Policy, does not increase by more than 5% or 25 attorneys (whichever is less); then coverage shall be afforded under this Policy for any **Claim** or **Claims**, otherwise covered by this Policy, that arise out of any act, error or omission in rendering or failing to render **Professional Services**, committed subsequent to such consolidation, merger, acquisition or group of persons joining the **Named Insured**, by any person previously employed by such consolidated, merged or acquired firm or who formerly practiced at such other firm and now is employed by or practices at the **Named Insured**.

If as a result of any such consolidation, merger, acquisition or group of persons joining the **Named Insured** the total number of lawyers of the **Named Insured**, at the inception date of this Policy, increases by more than 5% or 25 attorneys (whichever is less), then no coverage shall be afforded under this Policy for any **Claim** or **Claims** that arise out of any act, error or omission in rendering or failing to render **Professional Services**, whenever committed, by such consolidated, merged or acquired firm, group of persons or any person employed by such consolidated, merged or acquired firm. The foregoing provision shall not apply if the **Named Insured** gives the Underwriter written notice at least 30 days prior to the consolidation, merger, acquisition or such group of persons joining the **Named Insured**, obtains the written consent of the Underwriter to extend coverage to such additional firm or persons, and agrees to pay the additional premium required by the Underwriter.

B. If during the **Policy Period** the **Named Insured**:

- (1) consolidates or merges with another firm such that the **Named Insured** is not the surviving entity,
- (2) is acquired by another firm, or
- (3) sells substantially all of its assets to another firm,

then coverage under this Policy shall not apply to acts, errors or omissions committed subsequent to such consolidation, merger or acquisition and the Underwriter shall retain the total premium for this Policy, such total premium to be deemed earned at the date of such consolidation, merger or acquisition. The **Named Insured** shall provide written notice of such consolidation, merger or acquisition as soon as practicable, together with such information as the Underwriter may require.

C. All notices and premium payments made under this Clause shall be directed to the Underwriter through the entity named in Item 9.(c) of the Declarations.

XVI. **Assignment**

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this Policy.

XVII. **Cancellation and Non-Renewal**

- A. The **Named Insured** may cancel this Policy by surrender thereof to the Underwriter, or by mailing to the Underwriter written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.
- B. The Underwriter may cancel this Policy only for nonpayment of premium by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriter shall be equivalent to mailing.

- C. If this Policy is cancelled pursuant to A. hereinabove, the Underwriter shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled pursuant to B. hereinabove, the Underwriter shall be entitled to the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Underwriter shall not be a condition precedent to the effectiveness of cancellation.
- D. If the Underwriter decides not to renew this Policy, the Underwriter shall mail or deliver written notice to the **Named Insured**, at the address shown in Item 1. of the Declarations at least sixty (60) days before the end of the **Policy Period**. The notice of non-renewal shall state the reason for non-renewal.

XVIII. Representations

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations, that they shall be deemed material to the risk assumed by the Underwriter, and that this Policy is issued in reliance upon the truth thereof.

XIX. Entire Agreement

By acceptance of this Policy, all **Insureds** agree that this Policy embodies all agreements existing between them and the Underwriter relating to this Policy. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Underwriter from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by written endorsement issued to form a part of this Policy, signed by the Underwriter.

XX. Bankruptcy

Bankruptcy or insolvency of the **Insured** shall not relieve the Underwriter of its obligations nor deprive the Underwriter of its rights or defenses under this Policy.

XXI. Authorization

By acceptance of this Policy, all **Insureds** agree that the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XXII. Headings

The descriptions in the headings and subheadings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

XXIII. Valuation and Currency

All premiums, limits of liability, self-insured retentions, **Damages** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

XXIV. Disputes

A. Mediation

If any dispute arises between any **Insured**, or any person or entity succeeding to the **Insured's** rights and obligations under this Policy, and the Underwriter, involving this Policy and/or a **Claim** or **Circumstance** hereunder, such dispute shall be referred to a qualified mediator in a good faith effort to negotiate a resolution of the dispute, prior to the initiation of any arbitration or other proceedings. The party electing to mediate shall provide written notice to the other party setting forth its request to mediate and a brief statement regarding the issue to be mediated. The person or entity named in Item 9.(b) of the Declarations is authorized and directed to accept the notice of mediation on behalf of the Underwriter. The **Named Insured** is authorized and directed to accept the notice of mediation on behalf of any **Insured**.

One mediator, who shall be mutually agreed upon by the **Insured** and the Underwriter, shall preside over the mediation. If the parties are unable to agree on a mediator within 30 days of a written request to mediate, then the dispute shall be referred to JAMS or a similar entity mutually agreed upon by the **Insured** and the Underwriter.

The **Insured** and the Underwriter shall each bear 50% of the expense of the mediator and of the mediation. Any mediation proceedings shall take place at a location mutually agreed upon by the **Insured** and the Underwriter, but notwithstanding the location of the mediation. If the location cannot be mutually agreed upon by the **Insured** and the Underwriter, it shall be decided by the mediator.

The mediation will continue until the dispute is resolved, or until the mediator notifies the parties that it is unlikely that the dispute will be resolved through mediation, or until any party elects to end the mediation after a minimum of 30 days after the first mediation session.

B. Arbitration

As a condition precedent to any right of action hereunder, in the event that a good faith effort to mediate pursuant to Clause XXIV. A. above cannot resolve a dispute between any **Insured**, or any person or entity succeeding to the **Insured's** rights and obligations under this Policy, and the Underwriter, involving this Policy and/or a **Claim** or **Circumstance** hereunder, such dispute shall be determined by final and binding arbitration, before a panel of three arbitrators. The arbitration and the selection of the arbitrators shall be administered by JAMS or a similar entity mutually agreed upon by the **Insured** and the Underwriter.

Any party demanding arbitration shall provide written notice to the other party setting forth its request to arbitrate and a brief statement regarding the issue to be arbitrated. The person or entity named in Item 9.(b) of the Declarations is authorized and directed to accept the notice of arbitration on behalf of the Underwriter. The **Named Insured** is authorized and directed to accept the notice of arbitration on behalf of any **Insured**.

Judgment on the arbitrators' decision and award may be entered in a court of competent jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

The **Insured** and the Underwriter shall each bear 50% of the expense of the arbitration. Any arbitration proceedings shall take place at a location mutually agreed upon by the **Insured** and the Underwriter. If the location cannot be mutually agreed upon by the **Insured** and the Underwriter, it shall be decided by the arbitration panel.

<Beazley name logo>

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY APPLICATION

NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THE POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED AS REQUIRED BY THE POLICY DURING THE POLICY PERIOD OR AN APPLICABLE EXTENSION PERIOD, PROVIDED SUCH CLAIM IS FOR AN ACT, ERROR OR OMISSION COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD IN RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES. AMOUNTS INCURRED AS CLAIMS EXPENSES REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE APPLIED TO THE SELF-INSURED RETENTION. THE UNDERWRITER IS NOT LIABLE FOR CLAIMS EXPENSES OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THE POLICY CAREFULLY.

NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 8. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITER HAS NO OBLIGATION TO PAY CLAIMS EXPENSES OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THE POLICY CAREFULLY.

NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE UNDERWRITER OR THE UNDERWRITER'S AGENT OR BROKER AS REQUIRED BY THE POLICY AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH AN OPTIONAL EXTENSION PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE SELF-INSURED RETENTION. READ THE POLICY CAREFULLY.

INSTRUCTIONS

- A. ALL QUESTIONS MUST BE ANSWERED COMPLETELY. PLEASE TYPE OR PRINT CLEARLY. IF ANY QUESTIONS ARE CONSIDERED "NOT APPLICABLE", PLEASE EXPLAIN WHY.
- B. PLEASE USE THE COMMENTS LINE(S) FOR ADDITIONAL INFORMATION OR CONTINUE ON A SEPARATE ADDENDUM INDICATING THE QUESTION NUMBER/SUPPLEMENT.
- C. PLEASE COMPLETE THE APPLICATION FORM AND SUPPLEMENT WHERE REQUIRED.
- D. THIS APPLICATION AND ALL SUPPLEMENTS MUST BE SIGNED AND DATED BY A PRINCIPAL OF THE FIRM.
- E. THE TERM "LAWYER" IN THIS APPLICATION SHALL MEAN ANY PARTNER, EMPLOYED LAWYER, "OF COUNSEL" OR CONTRACT LAWYER.
- F. THIS APPLICATION MAY ASK FOR DETAILS ON ACTIVITIES FOR WHICH NO COVERAGE IS PROVIDED UNDER THE INSURANCE BEING REQUESTED. PLEASE CONSULT WITH YOUR BROKER OR INSURANCE AGENT FOR DETAILS OF YOUR PROPOSED COVERAGE.

ORGANIZATIONAL INFORMATION

Name of Applicant: _____

Address: _____

City: _____ County: _____

State: _____ Zip: _____

Telephone Number: () _____

Web Address: _____

- ☐ Sole Proprietorship ☐ Partnership ☐ Professional Corporation
☐ Limited Liability Partnership ☐ Limited Liability Corporation
☐ Other (Specify): _____

Date the Applicant commenced business: _____ / _____ / _____
Day Month Year

FINANCIAL INFORMATION:

1. Please provide the following Applicant financial information:

	Latest Fiscal Year Ending:	1 st Prior Fiscal Year Ending:	2 nd Prior Fiscal Year Ending:
Gross Revenue	\$	\$	\$
Net Income	\$	\$	\$
Total Debt	\$	\$	\$
Obligations to Former Partners	\$	\$	\$
Partner/Shareholder Equity	\$	\$	\$
Revenue per Lawyer	\$	\$	\$
Profits per Partner	\$	\$	\$

2. List the Applicant's 10 largest clients by revenue for the past 12 months:

Client Name:	Amount in \$ Billed in Past 12 Months:	% of Firm's Billings for Past 12 Months:
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%
	\$	%

LAWYER INFORMATION

1. Total number of lawyers by location:

Location 1:	This year:	Last year:	Two years ago:
Location 2:	This year:	Last year:	Two years ago:
Location 3:	This year:	Last year:	Two years ago:
Location 4:	This year:	Last year:	Two years ago:

Attach a separate addendum if additional locations exists.

2. As of the date of this Application, total number of:

Partners/Shareholders:	Employed Lawyers/ Associates:	Of Counsel:	Other Staff:
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3. For any contract lawyers not listed above and retained by the Applicant in the past 12 months please indicate:

No. of lawyers employed:	Billable hours worked:	Amount billed for their services:
--------------------------	------------------------	-----------------------------------

4. How many lawyers have joined the firm in the past 12 months?

Partners:	Associates:
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5. How many lawyers have left the firm in the past 12 months?

Partners:	Associates:
-----------	-------------

SUPPLEMENTS

Please provide a complete Attorney List as Supplement Number 1 and attach a copy of the Applicant's letterhead.

Does the Applicant currently, or did the Applicant at any time:

(a) In the last ten years provide legal services to any savings and loan, investment bank, mutual fund, hedge fund, private equity fund, securities underwriter, securities broker, insurance company, insurance broker, credit union, savings association, building loan association, or service company, subsidiary corporation or holding company thereof? ☐ Yes ☐ No

If Yes, please give details on a separate addendum.

(b) In the last two years perform any securities work? ☐ Yes ☐ No

If Yes, please give details on a separate addendum.

(c) In the last 12 months perform any entertainment work? ☐ Yes ☐ No

If Yes, please give details on a separate addendum.

(d) In the last five years provide any other professional services apart from legal work? ☐ Yes ☐ No

If Yes, please give details on a separate addendum, including the details of applicable insurance.

PRACTICE

1. Indicate percentage of this year's "Total Gross Billings" derived from: (OVERALL TOTAL MUST EQUAL 100%)

<u>AREA OF LAW</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>
LITIGATION	<u>%</u>	<u>%</u>
-- Personal Injury - Plaintiff	<u>%</u>	<u>%</u>
-- Personal Injury - Defense	<u>%</u>	<u>%</u>
-- Employment - Plaintiff	<u>%</u>	<u>%</u>
-- Employment - Defense	<u>%</u>	<u>%</u>
-- Domestic Relations	<u>%</u>	<u>%</u>
-- Commercial	<u>%</u>	<u>%</u>
-- Collections	<u>%</u>	<u>%</u>
-- Intellectual Property	<u>%</u>	<u>%</u>
-- Estates/Trusts/Probate	<u>%</u>	<u>%</u>
-- Securities	<u>%</u>	<u>%</u>
-- Bankruptcy	<u>%</u>	<u>%</u>
-- Criminal	<u>%</u>	<u>%</u>
-- Entertainment	<u>%</u>	<u>%</u>
-- Insurance Coverage	<u>%</u>	<u>%</u>
-- Other - Describe	<u>%</u>	<u>%</u>
NON – LITIGATION	<u>%</u>	<u>%</u>
--Taxation	<u>%</u>	<u>%</u>
--Environmental	<u>%</u>	<u>%</u>
--Corporate	<u>%</u>	<u>%</u>
--Patent	<u>%</u>	<u>%</u>
--Copyright/Trademark	<u>%</u>	<u>%</u>
--Estate/Trust/Probate	<u>%</u>	<u>%</u>

--Municipal Law	<u> </u> %	<u> </u> %
--Domestic Relations	<u> </u> %	<u> </u> %
--Admiralty	<u> </u> %	<u> </u> %
--Real Estate	<u> </u> %	<u> </u> %
--Labor Relations	<u> </u> %	<u> </u> %
--Entertainment	<u> </u> %	<u> </u> %
--Immigration	<u> </u> %	<u> </u> %
--Banking/Loan Docs	<u> </u> %	<u> </u> %
--Healthcare	<u> </u> %	<u> </u> %
--Other - Describe	<u> </u> %	<u> </u> %
--OVERALL TOTAL	<u> </u> %	<u> </u> %

MANAGEMENT

1. Is the Applicant managed by a management committee? ☐ Yes ☐ No

If Yes, how many partners or officers comprise the management committee? _____

If Yes, how often has it met in the past 12 months? _____

2. Does the Applicant employ a full time non-lawyer administrator? ☐ Yes ☐ No

3. Does the Applicant use a peer review system to evaluate the performance of all practicing lawyers (including partners) within the firm? ☐ Yes ☐ No

4. If Yes, does this include periodic review of selected case files by a partner not handling the case? ☐ Yes ☐ No

NEW BUSINESS

1. Are new clients and new matters subject to approval of the Applicant management committee or at least one independent partner or officer other than the lawyer proposing to handle the case? ☐ Yes ☐ No

If Yes, does the Applicant have a written policy? ☐ Yes ☐ No

2. Does the approval process for new clients include independent inquiries as to a client's creditworthiness and reputation for payment of legal or other bills? ☐ Yes ☐ No

If Yes, does the Applicant have a written policy? ☐ Yes ☐ No

3. Is information as to all new clients made available on at least a weekly basis to all partners or officers of the Applicant? ☐ Yes ☐ No

If Yes, does the Applicant have a written policy? ☐ Yes ☐ No

4. Is a lawyer generating new business required to associate with a partner or officer with specific expertise in the matter? ☐ Yes ☐ No

If Yes, does the Applicant have a written policy? ☐ Yes ☐ No

5. Does the Applicant have a written policy with regard to accepting or not accepting a client on a case or transaction for which the client has already been represented by one or more predecessor legal counsel? ☐ Yes ☐ No

CONFLICTS

1. Does the Applicant have a written conflict policy? ☐ Yes ☐ No

2. How does the Applicant maintain its conflict of interest systems?

☐ Oral/Memory ☐ Index File ☐ Computer ☐ Other:

3. Is a conflict search always completed prior to accepting a client? ☐ Yes ☐ No
4. Is a conflict search always completed prior to accepting a new matter from an existing client? ☐ Yes ☐ No
5. Does the conflict system contain the following information? (Please check all that apply):
- | | |
|--|---|
| <input type="checkbox"/> Client Name | <input type="checkbox"/> Previous firms of lateral hires employed by the Applicant |
| <input type="checkbox"/> Opposing Party | <input type="checkbox"/> Names of parties whose representation was declined |
| <input type="checkbox"/> Client Subsidiaries | <input type="checkbox"/> Names of any entity in which the Applicant or any lawyer practicing with the Applicant holds an outside interest (including but not limited to an equity interest or option to purchase equity and/or a position as a director/officer/partner/employee) |
| <input type="checkbox"/> Client Principals | |
| <input type="checkbox"/> Opposing Counsel | |
6. Are all lawyers in the firm, regardless of practice area or geographical location:
- (a) able to access all conflict data held by the Applicant in their conflict search? ☐ Yes ☐ No
- (b) required to access all conflict data held by the Applicant in their conflict search? ☐ Yes ☐ No
7. Does the Applicant have a policy not to review any privileged or confidential client information prior to an unqualified acceptance of a client? ☐ Yes ☐ No
8. Are potential conflicts always referred to an independent conflict partner or committee? ☐ Yes ☐ No
9. Where representation is accepted subject to conflict waiver does the Applicant have a written policy requiring the waiver to clearly:
- (a) show the conflicting parties the nature of the conflict? ☐ Yes ☐ No
- (b) show how it could affect the representation? ☐ Yes ☐ No
- (c) show how the client was advised to consider consulting another law firm either about the conflict and/or the original matter prior to signing the waiver? ☐ Yes ☐ No
10. Must all conflict waivers be in writing? ☐ Yes ☐ No
11. Can a lawyer commence work on an engagement prior to receiving signed waiver back from client? ☐ Yes ☐ No
12. With the exception of positions held with charitable institutions in relation to pro-bono work, does the Applicant or any lawyer practicing with the Applicant hold an outside interest in a client (including but not limited to an equity interest or option to purchase equity or a position as a director/officer/partner/employee)? ☐ Yes ☐ No

If Yes, please give details on a separate addendum.

OUTSIDE COMMUNICATIONS

1. For what percentage of cases does the Applicant:
- | | |
|---|---------------------|
| (a) when accepting a representation send an engagement letter which clearly shows the scope of services to be performed and the terms and rates in which the matter will be billed? | <u> </u> % |
| (b) incorporate a fee mediation/arbitration clause into the retainer/engagement letter? | <u> </u> % |
| (c) when declining a representation send a non engagement letter? | <u> </u> % |
| (d) when ceasing representation send a disengagement letter? | <u> </u> % |
2. When declining a case in which a critical deadline or statute date may apply, does the Applicant always send a non-engagement letter? ☐ Yes ☐ No
- If Yes:
- (a) is the letter sent by certified mail? ☐ Yes ☐ No

(b) does the letter clearly warn of the importance of immediately seeking alternative representation?

☐ Yes ☐ No

(c) does the letter clearly warn of the risk of losing the chance to pursue the case if a time deadline is exceeded?

☐ Yes ☐ No

3. Does the Applicant maintain a written policy with respect to 1. or 2. above?

☐ Yes ☐ No

DOCKET AND CALENDAR

1. Does the Applicant have a written policy to manage dockets and calendars?

☐ Yes ☐ No

2. Does the Applicant maintain a central system for control of statute dates and other critical deadlines?

☐ Yes ☐ No

If Yes, is the central system used by all lawyers in the firm to control the critical statutory dates or deadlines applicable to their area of practice?

☐ Yes ☐ No

If No, please explain:

3. How many independent date controls are kept on each matter?

☐ One

☐ Two

☐ Three

☐ Four

☐ More

Please state: _____

4. Does the Applicant use Perpetual Calendar?

☐ Tickler Type

☐ Computer

☐ No

☐ Other (please describe): _____

5. Is all incoming mail checked centrally for critical dates by the person(s) responsible for docket control before being distributed to the lawyer(s) handling the matter?

☐ Yes

☐ No

6. Please describe how the Applicant ensures that statutes of limitation periods entered are correct and currently applicable for a case and take into account differences according to jurisdiction, category of defendant, cause of action, etc.:

7. Is a list of the pending dates and deadlines on the docket control system circulated to all lawyers or, if the Applicant is divided into formal departments, to all lawyers in the appropriate department?

☐ Yes

☐ No

TRAINING AND SUPERVISION

1. Does the Applicant have written procedures for training and supervision of lawyers?

☐ Yes

☐ No

2. Does the Applicant maintain a formal training program for all lawyers?

☐ Yes

☐ No

If Yes, describe training programs and person(s) responsible for oversight:

3. How many lawyers have participated in formal continuing legal education programs of at least ten hours during the last year? _____

4. Are all associates under the direct supervision of a partner or officer?

☐ Yes

☐ No

MISCELLANEOUS

1. Do suits for collection of fees have to be approved by the Applicant's management committee?

☐ Yes

☐ No

2. What percentage of the Applicant's billings are more than 90 days overdue from the date the bill was sent out?
_____ %
3. How many suits for collection of fees have been filed by the Applicant during the past two years? _____
4. Please explain what the Applicant has done to minimize the number of fee related disputes with clients:
☐ Monthly billing for all clients ☐ Retainers for all new clients
 Reporting of overdue receivables to the management committee when they exceed a set \$ amount due:
☐ From any one client ☐ to any one lawyer
☐ Other: _____
5. Other than on contingent cases, what is the largest amount currently owed by a client to the Applicant for billed or unbilled time? \$ _____
6. Can the Applicant confirm that no lawyers listed in Supplement 1 have been disciplined, censured, suspended, had sanctions awarded against them of over \$20,000 or been put on probation by any State Bar, Judicial Body or Regulatory Agency?
 If No, please give details below or on a separate addendum. ☐ Yes ☐ No
7. Does the Applicant have a written policy requiring complaints (by either a client or their counsel) to be reviewed by a partner other than the lawyer about whom the complaint is made? ☐ Yes ☐ No
8. Are two signatures required for all withdrawals of funds from Custodial Accounts? ☐ Yes ☐ No
9. Has the Applicant in the last ten years:
 (a) Merged with, acquired or been acquired by any other firm or organization? ☐ Yes ☐ No
 (b) Increased or decreased in size (by total Lawyer count) by more than 20% in a single year? ☐ Yes ☐ No
 (c) Changed the name of the Applicant? ☐ Yes ☐ No
 Are any of the above currently pending or contemplated? ☐ Yes ☐ No
 If Yes, please give full details below or on a separate addendum, including the date of the change(s)
10. Please list any areas 1 - 9 above where the Applicant maintains a written policy:

11. Does the Applicant have a written corporate-wide privacy policy? ☐ Yes ☐ No
12. Within the past two years, has the Applicant undertaken any internal or external privacy related audit or received any privacy certification? ☐ Yes ☐ No
13. Does the Applicant restrict employee access to personally identifiable non-public information on a business-need to know basis? ☐ Yes ☐ No
14. Does the Applicant conduct training for every employee user of the information systems in security issues and procedures for its computer systems? ☐ Yes ☐ No

15. Has the Applicant suffered any known intrusions (ie., unauthorized access) of its Computer Systems in the most recent past twelve (12) months?

☐ Yes ☐ No

If Yes, please describe such intrusions and any damage that resulted:

INSURANCE

The term "after inquiry" is deemed to mean to the knowledge of any owner, partner, shareholder, associate, employed lawyer, of counsel or employee.

MISSOURI RESIDENTS: DO NOT ANSWER QUESTION 1. BELOW.

1. Has insurance of the type for which the Applicant is now applying ever been declined, cancelled or had the renewal thereof refused to the Applicant?

☐ Yes ☐ No

If Yes, please give details on a separate addendum.

2. After inquiry, have any claims or suits been made in the last ten years against the Applicant or any past or present owners, partners, shareholders, corporate officers, associates, employed lawyers, contract lawyers, employees or its predecessors in business?

☐ Yes ☐ No

If Yes, please give details on a separate addendum.

3. After inquiry, are any persons listed in Supplement 1 aware of any circumstances, allegations, tolling agreements or contentions as to any incident which may result in a claim being made against the Applicant or any if its past or present owners, partners, shareholders, corporate officers, associates, employed lawyers, contract lawyers or employees or its predecessor in business?

☐ Yes ☐ No

If Yes, please give details on a separate addendum.

4. Have all claims and circumstances requiring a response in questions 2 and 3 already been reported to and accepted by a current or past insurer?

☐ Yes ☐ No

If No, please give full details on a separate addendum.

5. Please give details of previous insurance purchased in the last five years by the Applicant or predecessor firms.

Carrier	Number Of Lawyers	Limits each Claim/ Aggregate	Deductible	Paid Premiums	Coverage dates effective From To
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	

6. Has any extended claims reporting period ("tail") coverage been purchased in the last 7 years?

☐ Yes ☐ No

If Yes, please give details:

7. Is there any prior acts restriction or retroactive date on the Applicant's expiring policy?

☐ Yes ☐ No

If Yes, please state the retroactive date: _____/_____/_____
Day Month Year

8. Please state coverage limits and self-insured retentions requested:

Limits: Each Claim and in the Aggregate,
including Claims Expenses:

\$ _____

Self-Insured Retention: Each Claim, including
Claims Expenses:

\$ _____

The Applicant declares that, after inquiry, to the best knowledge of all persons to be insured, the statements set forth herein and in any attachments made hereto are true and no material facts have been suppressed, omitted or misstated. The Underwriter reserves the right to deny or rescind coverage on any policy that is issued as a result of this Application if, in the statements set forth herein and in any attachments made hereto, it is found that material information has been suppressed, omitted or misstated.

The Underwriter also reserves the right to amend the terms, conditions and limitations of coverage of any policy that is issued as a result of this Application, if subsequent to the date this Application is signed by the Applicant, but prior to the inception date of such policy, there are any material alterations to the information contained herein. In the event of such material alteration, as aforesaid, the Applicant agrees to give immediate written notice to the Underwriter and such notice shall attach to and form part of this Application.

Signing this Application does not bind the Applicant or Underwriter to complete the insurance, but it is agreed that the statements and particulars contained herein will be relied upon by the Underwriter should the policy for which this Application is made be issued.

This Application is signed on behalf of all owners, partners, shareholders, corporate officers and employees and other principals of the Applicant.

ANTI-FRAUD WARNINGS

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT S(HE) IS FACILITATING A FRAUD AGAINST THE UNDERWRITER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO OKLAHOMA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO PENNSYLVANIA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

NOTICE TO KENTUCKY AND NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

AUTHORIZED SIGNATURE OF APPLICANT
(Must be a principal of the Applicant and a person at risk)

TITLE

Printed Name

Date

Effective Date Requested for this Insurance

PLEASE MAKE CERTAIN ALL QUESTIONS ARE ANSWERED AND THAT ALL APPLICABLE SUPPLEMENTS ARE COMPLETED. THIS APPLICATION WILL NOT BE PROCESSED UNLESS ALL QUESTIONS ON THIS APPLICATION AND APPLICABLE SUPPLEMENTS ARE ANSWERED.

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

Name of Insurance Agent

License Identification No.

Authorized Representative

*If this **Application** is completed in Wisconsin, please note the following:*

- If this Policy is cancelled by the **Parent Company**, the Insurer shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Insurer, the Insurer shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.*
- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Insurer within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, there shall be no right to purchase the **Optional Extension Period**.*
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.*

<Beazley name logo>

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY RENEWAL APPLICATION

NOTICE: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THE POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED AS REQUIRED BY THE POLICY DURING THE POLICY PERIOD OR AN APPLICABLE EXTENSION PERIOD, PROVIDED SUCH CLAIM IS FOR AN ACT, ERROR OR OMISSION COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD IN RENDERING OR FAILING TO RENDER PROFESSIONAL SERVICES. AMOUNTS INCURRED AS CLAIMS EXPENSES REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE APPLIED TO THE SELF-INSURED RETENTION. THE UNDERWRITER IS NOT LIABLE FOR CLAIMS EXPENSES OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THE POLICY CAREFULLY.

NOTICE TO NEW YORK APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE POLICY. UPON TERMINATION OF COVERAGE FOR ANY REASON, A 60-DAY AUTOMATIC EXTENSION PERIOD WILL APPLY. FOR AN ADDITIONAL PREMIUM, AN OPTIONAL EXTENSION PERIOD CAN BE PURCHASED AS INDICATED IN ITEM 8. OF THE DECLARATIONS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD, THE AUTOMATIC EXTENSION PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. NO COVERAGE EXISTS FOR CLAIMS MADE AFTER THE END OF THE POLICY PERIOD AND THE AUTOMATIC EXTENSION PERIOD UNLESS, AND TO THE EXTENT, THE OPTIONAL EXTENSION PERIOD APPLIES. NO COVERAGE WILL EXIST AFTER THE EXPIRATION OF THE AUTOMATIC EXTENSION PERIOD OR, IF PURCHASED, THE OPTIONAL EXTENSION PERIOD, WHICH MAY RESULT IN A POTENTIAL COVERAGE GAP IF PRIOR ACTS COVERAGE IS NOT SUBSEQUENTLY PROVIDED BY ANOTHER INSURER. DURING THE FIRST SEVERAL YEARS OF A CLAIMS-MADE RELATIONSHIP, CLAIMS-MADE RATES ARE COMPARATIVELY LOWER THAN OCCURRENCE RATES, AND THE INSURED CAN EXPECT SUBSTANTIAL ANNUAL PREMIUM INCREASES, INDEPENDENT OF OVERALL RATE INCREASES, UNTIL THE CLAIMS-MADE RELATIONSHIP REACHES MATURITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES AND CLAIMS EXPENSES SHALL BE APPLIED TO THE RETENTION. THE UNDERWRITER HAS NO OBLIGATION TO PAY CLAIMS EXPENSES OR ANY SETTLEMENTS OR JUDGMENTS ONCE THE APPLICABLE LIMIT OF LIABILITY IS EXHAUSTED. PLEASE READ THE POLICY CAREFULLY.

NOTICE TO MINNESOTA APPLICANTS: THE POLICY FOR WHICH THIS APPLICATION IS MADE IS A CLAIMS MADE AND REPORTED POLICY SUBJECT TO ITS TERMS. THE POLICY APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD PROVIDED SUCH CLAIM IS REPORTED TO THE UNDERWRITER OR THE UNDERWRITER'S AGENT OR BROKER AS REQUIRED BY THE POLICY AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN THE END OF THE POLICY PERIOD OR, IF APPLICABLE, THE OPTIONAL EXTENSION PERIOD. THIS MEANS THAT ONLY CLAIMS ACTUALLY MADE DURING THE POLICY PERIOD ARE COVERED UNLESS COVERAGE FOR AN OPTIONAL EXTENSION PERIOD IS PURCHASED. IF AN OPTIONAL EXTENSION PERIOD IS NOT MADE AVAILABLE TO YOU, YOU RISK HAVING GAPS IN COVERAGE WHEN SWITCHING FROM ONE COMPANY TO ANOTHER. MOREOVER, EVEN IF SUCH AN OPTIONAL EXTENSION PERIOD IS MADE AVAILABLE TO YOU, YOU MAY STILL BE PERSONALLY LIABLE FOR CLAIMS REPORTED AFTER THE PERIOD EXPIRES. CLAIMS MADE POLICIES MAY NOT PROVIDE COVERAGE FOR WRONGFUL ACTS COMMITTED BEFORE A FIXED RETROACTIVE DATE. RATES FOR CLAIMS MADE POLICIES ARE DISCOUNTED IN THE EARLY YEARS OF A POLICY, BUT INCREASE STEADILY OVER TIME. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE SELF-INSURED RETENTION. READ THE POLICY CAREFULLY.

INSTRUCTIONS

- A. ALL QUESTIONS MUST BE ANSWERED COMPLETELY. PLEASE TYPE OR PRINT CLEARLY. IF ANY QUESTIONS ARE CONSIDERED "NOT APPLICABLE", PLEASE EXPLAIN WHY.
- B. PLEASE USE THE COMMENTS LINE(S) FOR ADDITIONAL INFORMATION OR CONTINUE ON A SEPARATE ADDENDUM INDICATING THE QUESTION NUMBER/SUPPLEMENT.
- C. PLEASE COMPLETE THE APPLICATION FORM AND SUPPLEMENT WHERE REQUIRED.
- D. THIS APPLICATION AND ALL SUPPLEMENTS MUST BE SIGNED AND DATED BY A PRINCIPAL OF THE FIRM.
- E. THE TERM "LAWYER" IN THIS APPLICATION SHALL MEAN ANY PARTNER, EMPLOYED LAWYER, "OF COUNSEL" OR CONTRACT LAWYER.
- F. THIS APPLICATION MAY ASK FOR DETAILS ON ACTIVITIES FOR WHICH NO COVERAGE IS PROVIDED UNDER THE INSURANCE BEING REQUESTED. PLEASE CONSULT WITH YOUR BROKER OR INSURANCE AGENT FOR DETAILS OF YOUR PROPOSED COVERAGE.

ORGANIZATIONAL INFORMATION

Name of Applicant: _____

Address: _____

City: _____ County: _____

State: _____ Zip: _____

Telephone Number: _____ ()

Web Address: _____

LAWYER INFORMATION (Please supply a current sample of firm letterhead.)

1. Total number of:

Partners/Shareholders:	Employed Lawyers/ Associates:	Of Counsel:	Other Staff:
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Location 1:	This year:
Location 2:	This year:
Location 3:	This year:
Location 4:	This year:

2. How many lawyers have joined the firm in the past 12 months?

Partners:	Associates:
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3. How many lawyers have left the firm in the past 12 months?

Partners:	Associates:
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4. For any contract lawyers not listed above and retained by the Applicant in the past 12 months please indicate:

No. of lawyers employed:	Billable hours worked:	Amount billed for their services:
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5. Has your firm's name changed during the last 12 months? ☐ Yes ☐ No
6. Has your firm assumed, by merger or acquisition, the liabilities of another lawyer or law firm? If Yes, please provide a detailed narrative. ☐ Yes ☐ No
7. What was your firm's Revenue for the past 12 months? _____

PRACTICE

Indicate percentage of this year's "Total Gross Billings" derived from: (OVERALL TOTAL MUST EQUAL 100%)

LITIGATION		%	%	NON – LITIGATION		%	%
-- Personal Injury - Plaintiff		%	%	--Taxation		%	%
-- Personal Injury - Defense		%	%	--Environmental		%	%
-- Employment - Plaintiff		%	%	--Corporate		%	%
-- Employment - Defense		%	%	--Copyright/Patent		%	%
-- Domestic Relations		%	%	--Estate/Trust/Probate		%	%
-- Commercial		%	%	--Municipal Law		%	%
-- Collections		%	%	--Domestic Relations		%	%
-- Intellectual Property		%	%	--Admiralty		%	%
-- Estates/Trusts/Probate		%	%	--Real Estate		%	%
-- Securities		%	%	--Labor Relations		%	%
-- Bankruptcy		%	%	--Entertainment		%	%
-- Criminal		%	%	--Immigration		%	%
-- Entertainment		%	%	--Healthcare		%	%
-- Insurance Coverage		%	%	--Other - Describe		%	%
-- Other - Describe		%	%				

MISCELLANEOUS

1. Does the Applicant have a written corporate-wide privacy policy? ☐ Yes ☐ No
2. Within the past two years, has the Applicant undertaken any internal or external privacy related audit or received any privacy certification? ☐ Yes ☐ No
3. Does the Applicant restrict employee access to personally identifiable non-public information on a business-need to know basis? ☐ Yes ☐ No
4. Does the Applicant conduct training for every employee user of the information systems in security issues and procedures for its computer systems? ☐ Yes ☐ No
5. Has the Applicant suffered any known intrusions (ie., unauthorized access) of its Computer Systems in the most recent past twelve (12) months? ☐ Yes ☐ No

If Yes, please describe such intrusions and any damage that resulted:

The Applicant declares that, after inquiry, to the best knowledge of all persons to be insured, the statements set forth herein and in any attachments made hereto are true and no material facts have been suppressed, omitted or misstated. The Underwriter reserves the right to deny or rescind coverage on any policy that is issued as a result of this Application if, in the statements set forth herein and in any attachments made hereto, it is found that material information has been suppressed, omitted or misstated.

The Underwriter also reserves the right to amend the terms, conditions and limitations of coverage of any policy that is issued as a result of this Application, if subsequent to the date this Application is signed by the Applicant, but prior to the inception date of such policy, there are any material alterations to the information contained herein. In the event of such material alteration, as aforesaid, the Applicant agrees to give immediate written notice to the Underwriter and such notice shall attach to and form part of this Application.

Signing this Application does not bind the Applicant or Underwriter to complete the insurance, but it is agreed that the statements and particulars contained herein will be relied upon by the Underwriter should the policy for which this Application is made be issued.

This Application is signed on behalf of all owners, partners, shareholders, corporate officers and employees and other principals of the Applicant.

ANTI-FRAUD WARNINGS

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT S(HE) IS FACILITATING A FRAUD AGAINST THE UNDERWRITER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY BE GUILTY OF INSURANCE FRAUD.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO OKLAHOMA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

NOTICE TO PENNSYLVANIA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

NOTICE TO KENTUCKY AND NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIMS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND NEW YORK APPLICANTS SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

AUTHORIZED SIGNATURE OF APPLICANT
(Must be a principal of the Applicant and a person at risk)

TITLE

Printed Name

Date

Effective Date Requested for this Insurance

PLEASE MAKE CERTAIN ALL QUESTIONS ARE ANSWERED AND THAT ALL APPLICABLE SUPPLEMENTS ARE COMPLETED. THIS APPLICATION WILL NOT BE PROCESSED UNLESS ALL QUESTIONS ON THIS APPLICATION AND APPLICABLE SUPPLEMENTS ARE ANSWERED.

If this **Application** is completed in Florida, please provide the Insurance Agent's name and license number as designated. If this **Application** is completed in Iowa, please provide the Insurance Agent's name only.

Name of Insurance Agent

License Identification No.

Authorized Representative

*If this **Application** is completed in Wisconsin, please note the following:*

- If this Policy is cancelled by the **Parent Company**, the Insurer shall retain the customary short rate portion of the premium hereon. If this Policy is cancelled by the Insurer, the Insurer shall retain the pro rata portion of the premium hereon. Payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation.*
- As a condition precedent to the right to purchase the **Optional Extension Period**, the total premium for this Policy must have been paid. The right to purchase the **Optional Extension Period** shall terminate unless written notice together with full payment of the premium for the **Optional Extension Period** is given to the Insurer within thirty (30) days after the effective date of cancellation or nonrenewal. If such notice and premium payment is not so given to the Insurer, there shall be no right to purchase the **Optional Extension Period**.*
- In the event of the purchase of the **Optional Extension Period**, the entire premium for the **Optional Extension Period** shall be deemed earned at its commencement.*

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
Insurer: <Insurer>

CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

<Policy Title> POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this policy is cancelled effective <Effective Date>.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

ADD/DELETE ENDORSEMENT

This endorsement modifies insurance provided under the following:

<Policy Name>

In consideration of the <Addtl or Return Premium>premium of <Premium>it is hereby understood and agreed that the following endorsement(s) is <Added/Deleted> the Policy:

<Endorsement Title> <Endorsement Edition Number>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

RELIANCE ON ANOTHER INSURANCE COMPANY'S APPLICATION

This endorsement modifies insurance provided under the Policy referenced above.

<PRODUCTNAME>

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the Insurer has relied upon the statements in the following application(s):

<Application Title>

<Application Title 2>

including materials attached thereto, completed by the entity designated in Item 1 of the Declarations and such application is made a part of this insurance Policy and operates as the Insurer's own **Application**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

SHARED AGGREGATE LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

<Policy Name>

In consideration of the premium charged for the Policy, which has been negotiated with the understanding that this Policy would share an aggregate limit of liability with another Policy issued by the Insurer, it is hereby understood and agreed that:

1. This Policy and the <Policy Name> <Policy Number> (the "Other Policy") issued to the **Insured** share a single aggregate limit of liability in the amount of <Shared Limit Amount> (the "**Shared Aggregate Limit of Liability**") which, subject to the aggregate limit of liability under this Policy, is the Insurer's maximum aggregate limit of liability available to pay all **Claims** under this Policy and under the **Other Policy** combined.
2. If the **Shared Limit of Liability** or the aggregate limit of liability under this Policy is exhausted due to payment of **Claims** under this Policy, payment of **Claims** under the **Other Policy** or any combination thereof, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

ANTI-STACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

<POLICY TITLE>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Policy, in the event a **Claim** triggers coverage under this Policy and under any other policy issued by the Insurer, the Insurer's liability under this Policy and such other policy combined shall not exceed the amount of the largest of the applicable Limits of Liability.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

AMEND POLICY NUMBER ON DECLARATIONS PAGE

This endorsement modifies insurance provided under the following:

<POLICY TITLE>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the policy number as it appears on the Declarations is deleted and replaced with the following:

Policy No.: **<Policy Number>**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

<PRODUCT NAME>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: Beazley Insurance Company, Inc.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

<Product Name>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, including without limitation, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the foregoing.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

NUCLEAR EXCLUSION

This endorsement modifies insurance provided under the following:

<Product Name>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel

component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

**This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"**

INCONSISTENCY ENDORSEMENT

This endorsement modifies insurance provided under the following:

<Product Name>

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the regulatory requirements set forth in any state Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of such Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SHARED AGGREGATE LIMIT OF LIABILITY ENDORSEMENT (MULTI YEAR POLICIES)

This endorsement modifies insurance provided under the following:

<Policy Title> POLICY

In consideration of the premium charged for the Policy, which has been negotiated with the understanding that this Policy would share an aggregate limit of liability with another Policy issued by the Insurer, it is hereby understood and agreed that:

1. This Policy and the **<Policy Name> <Policy Number>** (the "Other Policy") issued to the **Insured** share a single aggregate limit of liability in the amount of **<Shared Limit >** per **Policy Year** (the "Annual Shared Aggregate Limit of Liability") which, subject to the aggregate limit of liability per **Policy Year** under this Policy, is the Insurer's maximum aggregate limit of liability available to pay all **Claims** under this Policy and under the **Other Policy** combined per **Policy Year**.
2. If the **Annual Shared Limit of Liability** or the **Policy Year** aggregate limit of liability under this Policy is exhausted due to payment of **Claims** under this Policy, payment of **Claims** under the **Other Policy** or any combination thereof, the Insurer's obligations under this Policy for the **Policy Year** shall be completely fulfilled and extinguished.
3. If the **Annual Shared Limit of Liability** or the **Policy Year** aggregate limit of liability under this Policy for all **Policy Years** is exhausted due to payment of **Claims** under this Policy, payment of **Claims** under the **Other Policy** or any combination thereof, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.
4. "Policy Year" means each annual period of the **Policy Period** from:
 - a. the Inception Date in Item 2 of the Declarations to the **First Anniversary Date** or any earlier date of cancellation, and
 - b. from the **First Anniversary Date** to the expiration or any earlier date of cancellation.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADD/DELETE ENDORSEMENT WITHOUT ADDITIONAL RETURN PREMIUM

This endorsement modifies insurance provided under the following:

<Policy Name>

It is hereby understood and agreed that the following endorsement(s) is <Added (to)/Deleted (from)> the Policy:

<Endorsement Title>

<Endorsement Edition Number>

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND CLAIM TO INCLUDE CRIMINAL PROCEEDINGS AGAINST INSUREDS

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. Definitions C. "**Claim**" is amended to include a criminal investigation initiated against any **Insured** or proceeding initiated against any **Insured** commenced by:

- a) the return of an indictment or similar proceeding; or
- b) written notice or subpoena from an investigatory authority identifying such **Insured** as individuals against whom a formal proceeding may be commenced.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND NOTICE OF CLAIM TO SPECIFIED INDIVIDUALS

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause X.A. is deleted and replaced with the following:

- A. If any **Claim** is made against the **Insured**, the **Insured**, upon knowledge of a **<Law Firm Management Title(s)>** shall forward as soon as practicable to the Underwriter through the person or entity named in Item 9.(a) of the Declarations written notice of such **Claim** in the form of a facsimile, electronic mail, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative, but in no event later than the expiration of the **Policy Period** or the last day of the **Optional Extension Period**. If the **Insured** elects to transmit notice in the form of a facsimile or electronic mail, the **Insured** must also immediately transmit a copy of the original transmission by mail.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SPECIFIED TRANSACTIONS EXCLUSION

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of or in any way involving any related party transaction that was entered into between the **Named Insured** and **<Transaction>**, its subsidiaries, its affiliates or its directors, partners or officers.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

CONVERT POLICY TO RUN-OFF ENDORSEMENT

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 2. of the Declarations is deleted and replaced with the following:

Item 2. Policy Period

From: <date>

To: <date>

Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

2. The coverage under this Policy does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any act, error or omission committed or allegedly committed after <Date> .
3. Clause VIII. **Optional Extension Period** is deleted.
4. Clause X. **Notification of Claim or Circumstance** B. and D. are deleted.
5. Clause XV. **Mergers and Acquisitions** B is deleted. The premium for this policy is deemed fully earned.
6. Clause XVII. **Cancellation and Non-renewal** A., C. and D. are deleted. The premium for this policy is deemed fully earned.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

MUTUAL CHOICE OF DEFENSE COUNSEL

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Clause I. **Insuring Agreements B. Defense and Settlement** 1. is deleted and replaced with the following:

1. The Underwriter shall have the right and duty to defend, subject to the Limit of Liability stated in Item 3(a) and 3(b) of the Declarations, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent. Defense Counsel shall be mutually agreed upon between the **Named Insured** and the Underwriter, but in the absence of such agreement the Underwriters' decision shall be final.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

POLICY PERIOD EXTENSION

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the additional premium of \$<Additional Premium>, it is hereby understood and agreed that:

1. Item 2. of the Declarations, **Policy Period**, is deleted in its entirety and replaced with the following:

Item 2. **Policy Period**:

From: <Effective Date>

To: <Expiration Date>

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.

2. The extension of the **Policy Period** as set forth above shall not in any way increase the Limit of Liability set forth in Item 3. of the Declarations.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND ITEM 3 LIMIT OF LIABILITY

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged, it is hereby understood and agreed that Item 3. of the Declarations is deleted and replaced with the following:

Item 3. Limit of Liability:

- (a) \$<Limit 1>
- (b) \$<Limit 2>

Each **Claim** – including **Claims Expenses**
Aggregate for the **Policy Period** – includes **Claims Expenses**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SCHEDULED CLAIMS EXCLUSION

This endorsement modifies insurance provided under the following:

MISCELLANEOUS PROFESSIONAL LIABILITY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** against an **Insured** based upon, arising from, in consequence of, relating to, or in any way involving any circumstance(s) set forth below:

<Circumstance(s)>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND ACQUISITION THRESHOLD

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Clause XV. **Mergers and Acquisitions**, A. is deleted and replaced with the following:

A. If during the **Policy Period**:

- (1) the **Named Insured** consolidates or merges with another firm so that the **Named Insured** is the surviving firm,
- (2) the **Named Insured** acquires another firm, or
- (3) a group of persons who formerly practiced at another firm become partners, stockholders, members and/or employees of the **Named Insured**,

where as a result of such consolidation, merger, acquisition or group of persons joining the **Named Insured** the total number of lawyers of the **Named Insured**, at the inception date of this Policy, does not increase by more than <% Increase>% or <Numerical Increase> attorneys (whichever is less); then coverage shall be afforded under this Policy for any **Claim** or **Claims**, otherwise covered by this Policy, that arise out of any act, error or omission in rendering or failing to render **Professional Services**, committed subsequent to such consolidation, merger, acquisition or group of persons joining the **Named Insured**, by any person previously employed by such consolidated, merged or acquired firm or who formerly practiced at such other firm and now is employed by or practices at the **Named Insured**.

If as a result of any such consolidation, merger, acquisition or group of persons joining the **Named Insured** the total number of lawyers of the **Named Insured**, at the inception date of this Policy, increases by more than <% Increase>% or <Numerical Increase> attorneys (whichever is less), then no coverage shall be afforded under this Policy for any **Claim** or **Claims** that arise out of any act, error or omission in rendering or failing to render **Professional Services**, whenever committed, by such consolidated, merged or acquired firm, group of persons or any person employed by such consolidated, merged or acquired firm. The foregoing provision shall not apply if the **Named Insured** gives the Underwriter written notice at least 30 days prior to the consolidation, merger, acquisition or such group of persons joining the **Named Insured**, obtains the written consent of the Underwriter to extend coverage to such additional firm or persons, and agrees to pay the additional premium required by the Underwriter.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND CONSENT AND SETTLEMENT CLAUSE

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause I. **Insuring Agreements** B. 4. is deleted and replaced with the following:

4. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriter and acceptable to the claimant and elects to contest the **Claim**, the Underwriter' total obligation for such **Claim** shall not exceed:
 - (a) the amount for which the **Claim** could have been settled, less the remaining Self-Insured Retention, plus the **Claims Expenses** incurred up to the time of such refusal, and
 - (b) <Numerical Increase> percent <% Increase> of any **Damages** and **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** with the remaining <% Increase> percent <Numerical Increase> of such **Damages** and **Claims Expenses** to be borne by the **Insured** at their own risk and uninsured

or the applicable Limit of Liability, whichever is less.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged, it is hereby understood and agreed that Clause III. Definitions F., is amended to include **<Entity>** and any past, present or future officer, director, trustee or employee thereof, but only for **Claims** for any act, error or omission of the **Named Insured** in rendering or failing to render **Professional Services**.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

EXCLUDE CLAIMS AND ACTS, ERRORS AND OMISSIONS BY SCHEDULED PERSON OR ENTITY

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim**:

1. brought by or on behalf of, or in the name or right of **<Excluded Person/Entity>**; or
2. involving any act, error or omission by **<Excluded Person/Entity>**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND ITEM 1. OF THE DECLARATIONS

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 1. of the Declarations is deleted and replaced with the following:

Item 1. **Named Insured:**

<Amend_InsuredName>

Address:

<Amend_InsuredAddress>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND RETROACTIVE DATE FOR SCHEDULED ENTITY(IES)

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the retroactive date set forth in Item 6. of the Declarations is deleted and replaced with the following with respect to each of the following entity(ies):

Item 6. Retroactive Date:

Entity

<Entity(ies)>

Retroactive Date

<Special Retroactive Date(s)>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

FIRST DOLLAR DEFENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause VI. Self-Insured Retention is deleted and replaced with the following:

VI. Self-Insured Retention

The "Each **Claim** Self-Insured Retention" stated in Item 4. of the Declarations applies separately to each **Claim**. The Each **Claim** Self-Insured Retention shall be satisfied by monetary payments by the **Insured** of **Damages** resulting from each **Claim** which is covered under the terms and conditions of this Policy. Satisfaction of the Each **Claim** Self-Insured Retention is a condition precedent to the payment by the Insurer of any amounts hereunder, and the Insurer shall be liable only for amounts in excess of such Each **Claim** Self-Insured Retention subject to the Insurer's total liability not exceeding the Limit of Liability stated in Items 3(a) and 3(b) of the Declarations. The **Insured** shall make direct payments within the Each **Claim** Self-Insured Retention to appropriate parties designated by the Insurer. No Self-Insured Retention shall apply to **Claims Expenses**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND ITEM 4. SELF INSURED RETENTION

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 4. of the Declarations is deleted and replaced with the following:

Item 4. Self-Insured Retention:

\$<SIR>

Each **Claim**, including **Claims Expenses**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND ITEM 2. POLICY PERIOD

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 2. of the Declarations is deleted and replaced with the following:

Item 2. **Policy Period:**

From: <Effective Date>

To: <Expiration Date>

Both days at 12:01 a.m. Local Time at the Address stated in Item 1. above.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND ITEM 6. RETROACTIVE DATE

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 6. of the Declarations is deleted and replaced with the following:

Item 6. Retroactive Date: <Retroactive Date>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND ITEM 7. CONTINUITY DATE

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 7. of the Declarations is deleted and replaced with the following:

Item 7. Continuity Date: <Continuity Date>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND ITEM 5. PREMIUM

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Item 5. of the Declarations is deleted and replaced with the following:

Item 5. Premium:

 \$<Premium>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AGGREGATE/MAINTENANCE DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. For purposes of this endorsement, the term "**Policy Year**" means each one year period beginning with the Inception Date of the policy and each such succeeding period if any.
2. The maximum aggregate deductible for all **Claims** including **Claims Expenses** made during any **Policy Year** under this Policy shall be <**Aggregate Deductible**>, provided, that the each Claim deductible in paragraph 3 below shall not be subject to any aggregate deductible.
3. With respect to any **Claim** including **Claims Expenses** made in any **Policy Year** after the maximum aggregate deductible is reached for that **Policy Year**, the each **Claim** deductible including **Claims Expenses** shall be <**Deductible After Maximum Reached**>.
4. If because of partial erosion of the aggregate deductible, the remaining balance of such aggregate deductible is less than the each **Claim** deductible stated in paragraph 3. above, then the each **Claim** deductible stated in paragraph 3. above shall apply to each subsequent **Claim**.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND INSURED TO INCLUDE PERSON(S) AND/OR ENTITY(IES)

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **III. Definitions F. "Insured"** is amended to include the following person(s) or entity(ies):

<Additional Person or Entity>

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

DELETE MEDIATION AND ARBITRATION PROVISIONS

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause XXIV. **Disputes** A. and B. are deleted.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND PRIOR KNOWLEDGE EXCLUSION

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Clause IV. Exclusion G.1. is deleted and replaced with the following:

1. if any <Law Firm Management> on or before the Continuity Date set forth in Item 7. of the Declarations knew or could have reasonably foreseen that such act, error or omission might be expected to be the basis of a **Claim**; or

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND PROFESSIONAL SERVICES TO INCLUDE LOBBYIST

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause III. **Definitions** K. "**Professional Services**" is amended to include those services rendered or failed to be rendered for others by the **Insured** in the capacity as a lobbyist.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

ADDITIONAL CLAIMS EXPENSES LIMIT

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything contained herein to the contrary:

1. Item 3. of the Declarations is amended to include the following:

(c) <AdditionalDefenseCostLimit> Additional Claims Expenses Limit.

2. The amount shown in Item 3.(c) of the Declarations shall be the Additional Claims Expenses Limit of the Underwriter applicable only to **Claims Expenses**, which Limit shall be separate and in addition to the Limit shown in Items 3. (a) and (b) of the Declarations. Payment of **Claims Expenses**, shall erode the Additional Claims Expenses Limit first and will not erode the Limits shown in Items 3.(a) and 3.(b) until the Additional Claims Expenses Limit is exhausted.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Effective date of this Endorsement: <Effective Date>

This Endorsement is attached to and forms a part of Policy Number: <Policy Number>

Insurer: <Insurer>

AMENDED RETROACTIVE DATE FOR EXCESS LIMITS

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE

In consideration of the premium charged, it is hereby understood and agreed that with respect to **<Excess Limit>** excess of **<Original Aggregate_Limit>** of the Limit of Liability as set forth in Item 3 of the Declarations, Item 6 of the Declarations is deleted and replaced with the following:

Item 6. Retroactive Date: **<Special Retroactive Date>**

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

SERFF Tracking Number: BEAZ-125541528 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$50
Company Tracking Number: BICI0042-AR(F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Lawyers Professional Liability Insurance Program
Project Name/Number: /BICI0042-AR(F)

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 05/21/2008
Comments:
Attachments:
AR F777 Forms.pdf
AR F778.pdf

Satisfied -Name: cover letter
Review Status: Approved 05/21/2008
Comments:
Attachment:
AR Form Letter.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #: BEAZ-125541545		
h. Subject Codes		

3. Group Name	Group NAIC #
N/A	0000

4. Company Name(s)	Domicile	NAIC #	FEIN #
Beazley Insurance Company, Inc.	CT	37540	04-2656602

5. Company Tracking Number	BICI0042-AR (F)
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Renata A. Wright 30 Batterson Park Road Farmington, CT 06032	Sr.Compliance Analyst	860-677-3737 866-623-2953	860-679-0247	Renata.wright@Beazley.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Renata A. Wright

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0000 - Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0019 - Professional Errors & Omissions Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Lawyers Professional Liability Insurance Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
14. Effective Date(s) Requested	New: upon approval Renewal: upon approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	4/21/2008

19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
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Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	BICI0042-AR (F)
21. Filing Description	[This area should be similar to the body of a cover letter and is free-form text]

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this filing to introduce our new Lawyers Professional Liability Insurance Program.

Our Lawyers Professional Liability Insurance Policy is a claims made and reported product. The policy will provide errors and omissions insurance (E&O) to law firms which employ thirty-five or more lawyers subject to the exclusions and terms and conditions set forth in this policy. The basic forms are included in this filing along with several endorsements.

A corresponding Rate filing was submitted to your department under our Filing No. BICI0042-AR (R).

The following documents summarize the items that are attached to this filing:

- Required State Forms (if applicable);
- Sample copies of each form being submitted for approval.

We propose to implement this filing for all policies upon your earliest review and approval.

22. Filing Fees	(Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		BICI0042-AR (F)		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		BICI0042-AR (R)		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Arkansas Amendatory Endorsement	A00011 032008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Arkansas Consent Form	BICMU00210506AR	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Policyholder Notice - Arkansas	BICMU00011106AR	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Arkansas Consent Form - Acknowledgement that Defense Costs are within the Limit of Liability	A00054 032008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Lawyers Professional Liability Insurance Policy Declarations	F00027 032008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Lawyers Professional Liability Insurance Policy Form	F00020 042008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Lawyers Professional Liability Insurance Policy Application	F00019 042008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

08	Lawyers Professional Liability Insurance Policy Renewal Application	F00031 042008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Cancellation Endorsement	BICMU05000905	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Add/Delete Endorsement	BICMU05010905	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Reliance on Another Insurance Company's Application	BICMU05021207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Shared Aggregate Limit of Liability Endorsement	BICMU05030606	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Anti-Stacking Endorsement	BICMU05051205	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Amend Policy Number on Declarations Page	BICMU05060106	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	War and Civil War Exclusion	BICMU05070406	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Terrorism Exclusion	BICMU05080406	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Nuclear Exclusion	BICMU05090406	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Inconsistency Endorsement	BICMU05100507	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Shared Aggregate Limit of Liability Endorsement (Multi Year Policies)	BICMU05110607	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Add/Delete Endorsement Without Additional Return Premium	E00303 022008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Amend Claim To Include Criminal Proceedings Against Insureds	E00085 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Amend Notice Of Claim To Specified Individuals	E00086 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Specified Transactions Exclusion	E00087 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Convert Policy To Run-Off Endorsement	E00088 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

25	Mutual Choice Of Defense Counsel	E00089 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Policy Period Extension	E00090 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Amend Item 3 Limit Of Liability	E00091 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Scheduled Claims Exclusion	E00092 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Amend Acquisition Threshold	E00094 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Amend Consent And Settlement Clause	E00095 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Additional Insured Endorsement	E00096 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Exclude Claims And Acts, Errors and Omissions By Scheduled Person Or Entity	E00097 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Amend Item 1. Of The Declarations	E00098 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Amend Retroactive Date For Scheduled Entity(ies)	E00099 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	First Dollar Defense Endorsement	E00101 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	Amend Item 4. Self Insured Retention	E00102 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	Amend Item 2. Policy Period	E00103 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	Amend Item 6. Retroactive Date	E00104 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	Amend Item 7. Continuity Date	E00105 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	Amend Item 5. Premium	E00106 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41	Aggregate/Maintenance Deductible Endorsement	E00107 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

42	Amend Insured To Include Person(s) And/Or Entity(ies)	E00108 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
43	Delete Mediation And Arbitration Provisions	E00109 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
44	Amend Prior Knowledge Exclusion	E00110 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45	Amend Professional Services To Include Lobbyist	E00122 102007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46	Additional Claims Expenses Limit	E00191 122007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	Amended Retroactive Date For Excess Limits	E00221 122007 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	Two Year Policy Endorsement (Multi Aggregate Limit of Liability, Prepaid Premium)	E00259 012008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	Amend Definition of Professional Services	E00304 022008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	Separate Retention For Disciplinary Proceedings Endorsement	E00355 032008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51	Reputation Management Supplementary Payment Endorsement	E00389 042008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
52	Computer Network Security And Privacy Liability Endorsement Including Privacy Notification Costs	E00414 042008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53	Optional Extension Period Options	E00422 042008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54	Amendment To Exclusion F.	E00429 042008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
55	Amend Exclusion F.	E00430 042008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
56	Reinstatement Of The Limit Of Liability Endorsement	E00431 042008 ed.	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

April 21, 2008

Honorable Julie Benafield Bowman, Commissioner
Arkansas Insurance Department
1200 W 3rd Street
Little Rock, AR 72201-1904

Attn: JoAnn Bell, State Filings Coordinator

RE: Beazley Insurance Company, Inc.
NAIC: Group Code: 0000
Company Code: 37540
FEIN: 04-2656602
Lawyers Professional Liability Insurance Program
Our Filing No.: BICI0042-AR (F)
Type of Filing: Form

Dear Commissioner Bowman:

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this filing to introduce our new Lawyers Professional Liability Insurance Program.

Our Lawyers Professional Liability Insurance Policy is a claims made and reported product. The policy will provide errors and omissions insurance (E&O) to law firms which employ thirty-five or more lawyers subject to the exclusions and terms and conditions set forth in this policy. The basic forms are included in this filing along with several endorsements.

A corresponding Rate filing was submitted to your department under our Filing No. BICI0042-AR (R).

The following documents summarize the items that are attached to this filing:

- Required State Forms (if applicable);
- Sample copies of each form being submitted for approval.

We propose to implement this filing for all policies upon your earliest review and approval. Kindly contact me with any comments/questions or with documentation of the Department's approval of this filing.

Sincerely,

Renata A. Wright
Senior Compliance Analyst
Tel: 866-623-2953 or 860-677-3737
Fax: 860-679-0247
E-Mail: renata.wright@beazley.com
Enclosure

**Beazley Insurance
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